ORIGINAL

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of	)	
	)	
Petition of Cox Virginia Telcom, Inc.	)	
Pursuant to Section 252(e)(5) of the	)	CC Docket No. 00-249
Communications Act for Preemption	)	
of the Jurisdiction of the Virginia State	)	
Corporation Commission Regarding	)	
Interconnection Disputes with	)	
Verizon-Virginia, Inc. and for Arbitration	)	

REPLY OF COX VIRGINIA TELCOM, INC.

COX VIRGINIA TELCOM, INC.

Carrington F. Phillip,
Vice President Regulatory Affairs
Donald L. Crosby,
Senior Counsel

Cox Communications, Inc.
1400 Lake Hearn Drive, N.E.
Atlanta, GA 30319
(404) 269-8842

Of Counsel:

J.G. Harrington
Jason E. Rademacher
Dow, Lohnes & Albertson, P.L.L.C.
1200 New Hampshire Avenue, N.W.
Suite 800
Washington, D.C. 20036
(202) 776-2000

November 27, 2001

SUMMARY

Verizon's only defense against Cox's Objection is that Cox should have inferred that Verizon's proposals for three issues were represented by its testimony, rather than the contract language presented in Verizon's Answer, the June JDPL and the September JDPL. This theory is contradicted by the Commission's orders in this proceeding, by basic principles of due process and by Verizon's testimony itself. The Commission should grant the relief requested by Cox.

First, there is no basis for Verizon's theory that its testimony, rather than its filed contractual language, can represent its proposals in this proceeding. The Commission's orders establish that each party was obligated to present the contractual language to implement its proposals, and that Verizon specifically was obligated to dispute any inaccurate representations of the parties' proposals in its Answer. Fundamental principles of due process also required Verizon to state its positions clearly from the outset.

Even if the Commission could look to the testimony to divine a party's positions, that would not help Verizon. Its testimony contains no contractual language that would have allowed Cox to determine Verizon's specific proposals. Indeed, several of the new provisions are unmentioned in any testimony or in Verizon's Opposition. In addition, given that Verizon filed different language for other parties on Issues I-1 and I-9, Cox could not be charged with inferring that Verizon's testimony on VGRIP and on rate justification applied to its proposal to Cox.

Finally, Verizon continues to change its proposals. At least two provisions in the contract filed with the Commission on November 13 differ from Verizon's November JDPL. Verizon's continuing changes to its contract language demand a decisive Commission response.

TABLE OF CONTENTS

Page

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of	)	
	)	
Petition of Cox Virginia Telcom, Inc.	)	
Pursuant to Section 252(e)(5) of the	)	CC Docket No. 00-249
Communications Act for Preemption	)	
of the Jurisdiction of the Virginia State	)	
Corporation Commission Regarding	)	
Interconnection Disputes with	)	
Verizon-Virginia, Inc. and for Arbitration	)	

REPLY OF COX VIRGINIA TELCOM, INC.

Cox Virginia Telcom, Inc. ("Cox"), by its attorneys, hereby submits this Reply to the Opposition (the "Opposition") of Verizon Virginia Inc. ("Verizon") to Cox's Objection and Request for Sanctions (the "Objection") in the above-referenced proceeding. As shown below, the Objection should be granted, Verizon should be required to return to the positions expressed in the September Joint Decision Point List (the "September JDPL") and the Commission should impose sanctions on Verizon for its failure to comply with Commission orders in this proceeding.

Verizon poses the only defense that it can, which is that the admitted changes in Verizon's proposed contractual language in the November Joint Decision Point List (the "November JDPL") somehow do not represent changes in Verizon's positions in this proceeding. This is untrue. Cox was entitled to rely on the contractual language filed with the Commission by Verizon on three separate occasions. Even the testimony that Verizon cites to support its argument shows that Verizon changed its positions on all three issues described in the Objection.

Moreover, Verizon has continued to change positions in its recent filing of its proposed contract, which was supposed to reflect the exact language included in the November JDPL.

Verizon does not dispute that Cox is entitled to a remedy if Cox's claims are correct, and does not dispute the overwhelming majority of Cox's factual showings. These facts demonstrate that Verizon has violated the Commission's orders in this proceeding and that the relief requested by Cox should be granted.

I. Verizon Introduced Several New Issues and Proposals in the November JDPL.

The underlying theory of the Opposition is that Cox should have inferred Verizon's true positions from the prefiled testimony filed on behalf of Verizon's witnesses, rather than relying on the contractual language submitted with Verizon's Answer and two separate JDPL filings.[1] There is no basis for this theory. Under the orders in this proceeding and basic principles of administrative law, Cox is entitled to actual notice of Verizon's contractual proposals, and cannot be required to infer them from collateral evidence. Moreover, Verizon's filings do not provide notice that Verizon would be adopting the proposals made in the November JDPL, rather than the ones it made in its Answer, the June JDPL and the September JDPL.

First, the parties' positions are reflected in the JDPL filings and their pleadings. As shown in the Objection (and as Verizon does not deny), under the *Procedural Order* parties were required to include their actual positions in their initial filings, no party was allowed to introduce new issues after that point and Verizon was required to object to inaccurate descriptions of its positions.[2] Further, although Verizon characterizes the JDPLs as merely "demonstrative," it

---

[1] Opposition at 5-6.

[2] Public Notice, "Procedures Established for Arbitration of Interconnection Agreements Between Verizon and AT&T, Cox and WorldCom," DA 01-270 (rel. Feb. 1, 2001) (the *"Procedural Order"*) at 4 (requiring Verizon to state its "position as to each unresolved issue"), 5 (limiting proceeding "to the issues set forth in the Petition and in the Response, if any" and stating that assertions made in a petition "shall be deemed admitted" if not disputed in Verizon's response). These requirements were confirmed in the *August 17 Order*. Letter from Jeffrey Dygert, FCC,

forgets what they were intended to demonstrate: the parties' positions on the issues.[3] This requirement was established in the Commission's orders concerning the JDPL. Thus, if Verizon's true contractual proposals differ from the JDPL, the burden of that difference must fall on Verizon, not on the Commission or Cox.

Verizon nevertheless argues that Cox should have realized that the contractual language filed in Verizon's Answer, the June Joint Decision Point List (the "June JDPL") and the September JDPL was wrong and that Verizon's testimony reflected its true position. As discussed below, even assuming that the testimony could be construed as describing Verizon's proposals, that testimony does not reflect the language filed in the November JDPL. More significantly, the case law – which Verizon does not dispute – demonstrates that this position is incorrect. A party cannot meet its burden merely by providing evidence "that is relevant to a pleaded issue as well as an unpleaded issue" because doing so "cannot serve to give the opposing party fair notice that the new, unpleaded issue is entering the case."[4] This is especially the case when, as here, there are multiple parties and different issues have been raised as to different parties, because it is particularly difficult for one party to determine that testimony is relevant to that party rather than one of the other parties.[5] In these circumstances, failure to provide Cox a remedy for Verizon's actions plainly would constitute reversible error.

---

to Scott Randolph, Verizon and Alexandra Wilson, Cox, Aug. 17, 2001 (the *"August 17 Order"*) at 1-2. As described in the Objection, Verizon did not take issue with any of Cox's claims concerning the parties' positions, even though it did dispute claims made by AT&T and WorldCom. Objection at 7.

[3] Opposition at 8.

[4] *Yellow Freight System, Inc. v. Martin,* 954 F.2d 353, 358 (6th Cir. 1992) (citations omitted). *See also Krouse v. American Sterilizer Co.*, 126 F.3d 494, 499-500 (3rd Cir., 1997) ("a complaint must provide a defendant with 'fair notice of what the plaintiff's claim is and the grounds upon which it rests'") (citation omitted); *Rodriquez v. Doral Mortgage Corp.*, 57 F.3d 1168, 1171-72 (1st Cir. 1995) ("a defendant must be afforded both adequate notice of any claim asserted against him and a meaningful opportunity to mount a defense").

[5] *See, e.g., Williston Basin Inter. Pipeline Co. v. F.E.R.C.,* 165 F.3d 54, 63-64 (D.C. Cir. 1999) (overturning order when basis for decision was "teased . . . from the background section of a single exhibit").

Even if the testimony could provide evidence of Verizon's positions, it would not have put Cox on notice of Verizon's new contract proposals. The testimony itself cannot represent Verizon's contract proposals because, at least as to Cox, Verizon's testimony does not contain its current contract language.[6] Since the Commission's job in this proceeding is to adopt specific language for the parties' contracts, the testimony by itself would not be enough. Thus, the Commission could use the testimony only as one of several tools to discern Verizon's proposals, and would be forced to review the JDPL filings and Verizon's Answer no matter what the testimony said. Examination of the testimony, however, shows that it does not reflect or support the positions now espoused by Verizon.

First, there is absolutely nothing in Verizon's testimony (or any other filing) concerning the new language proposed by Verizon for Issue I-2.[7] Verizon's testimony is confined to the question of whether Verizon should pay for transport from the Verizon serving wire center to Cox's switch when the parties do not use a mid-span meet.[8] The newly proposed language, in addition to addressing Verizon's previous position that it should not pay for such transport, also gives Verizon the right to designate all interconnection points ("IPs"), a matter that would have been decided by mutual agreement, according to Verizon's September JDPL language.[9] This is a substantive change in position on a matter that was not previously disputed between the parties.

---

[6] *See* Verizon Exhibit 4, Direct Testimony of Donald Albert and Peter D'Amico, Network Architecture ("Albert/D'Amico Direct") at 4-14 (Issue I-1), 16-18 (Issue I-2); Verizon Exhibit 18, Rebuttal Testimony of Donald Albert and Peter D'Amico, Network Architecture ("Albert/D'Amico Rebuttal"), 2-11 (Issue I-1), 11-13 (Issue I-2); Verizon Exhibit 7, Direct Testimony of Michael Daly, Donna Finnegan and Steven J. Pitterle, Pricing Terms and Conditions at 6-8 (Issue I-9) ("Verizon Exhibit 7"); Verizon Exhibit 21, Rebuttal Testimony of Michael Daly, Donna Finnegan and Steven J. Pitterle, Pricing Terms and Conditions, at 1-7 (Issue I-9). Verizon's testimony on Issue I-9, unlike its testimony on issues I-1 and I-2, does include contract language. That language, however, is the language included in Verizon's Answer, not the language in the November JDPL. Verizon Exhibit 7 at 6-7.

[7] Even the discussion of this issue in Verizon's Initial Brief does not address the new language. *See* Verizon Initial Brief, pages NA-16-18.

[8] *See* Albert/D'Amico Direct at 16-18; Albert/D'Amico Rebuttal at 11-16.

[9] Objection at 11.

Verizon's explanations for this change make no sense. The first is that Cox has accepted "the concept of the IP" and that this language merely embodies that concept.[10] Verizon does not mention that the "concept of the IP" appeared in the original Verizon proposal, so there was no need to change the language for that purpose.[11] Verizon's second explanation is that this language is appropriate if Verizon loses Issue I-1, although it does not give any reasons for this claim. More importantly, Verizon does not explain why the new language, whether or not it is appropriate, has any connection to Issue I-2. Verizon also claims that Cox's real concern about the new language is a substantive objection to Verizon's Virtual Geographically Relevant Interconnection Points ("VGRIP") proposal that should be addressed in Cox's brief on the merits.[12] In light of Verizon's repeated statements that Issue I-2 is moot if the Commission adopts Verizon's position on Issue I-1, this claim cannot be correct. At the same time, Verizon fails to provide any explanation for why it should be allowed to designate all points of interconnection, especially given that this represents a change from its earlier proposals, even in its initial brief.[13]

Verizon's explanation for its new position on Issue I-9 is no better than its explanations concerning Issue I-2. Verizon says that its testimony states that it would pay CLEC rates that were higher than its own if those rates were "cost justified."[14] That testimony, however, never proposed any mechanism for proving that Cox's rates were cost justified, something that Cox

---

[10] Opposition at 9.
[11] *See* Objection, Exhibit 2 (showing previous language, with references to "Cox-IP" and "Verizon-IP").
[12] Opposition at 9.
[13] *Id.*; Verizon Initial Brief at NA 16-18. Indeed, the myriad questions created by Verizon's explanations for this new language illustrate the precise issue raised by that language and by Verizon's other new language. In the absence of an opportunity to provide testimony and to cross-examine Verizon witnesses on the new language, Cox is unable to come to grips with the reasons for Verizon's proposal and its specific flaws. This lack of opportunity to be heard severely handicaps Cox in this proceeding.
[14] Opposition at 10.

specifically noted in its testimony.[15] Verizon also concedes that its contractual language for AT&T was different than that proposed to Cox, so it was entirely reasonable for Cox to conclude that any statements in Verizon's testimony or Answer concerning cost justification were directed to AT&T.[16] To the extent Verizon is claiming that its proposal to AT&T put Cox on notice that Cox should respond to both its own contractual language and contractual language proposed to a third party, that claim is absurd.

Verizon also claims that its new language is "substantially consisten[t]" with its earlier proposal.[17] Even to the extent that the Commission could conclude that the language "unless Cox justifies a higher rate" is similar to language that requires specific approval by the Commission, the Virginia State Corporation Commission or Verizon itself, there is nothing in Verizon's original language or the testimony that would require an order by the relevant regulator specifying that *Verizon* pay the higher rates. Further, Verizon's new language contains a specific cost justification threshold never discussed in the testimony, which would require Cox to show that its costs are higher than Verizon's rates.[18] These changes hardly fall within the category of "ensur[ing] that [Verizon's] contract language is internally consistent and free of errors," but rather constitute substantive changes in position about which Cox has had no opportunity to offer testimony or to conduct cross examination.[19]

The changes introduced by Verizon's new VGRIP proposal to Cox are, if anything, more significant. In its defense of its decision to provide a brand new proposal for Issue I-1 in the November JDPL, Verizon utterly ignores three significant changes identified in Cox's Objection.

---

[15] *See* Cox Exhibit 2, Rebuttal Testimony of Prof. Francis R. Collins, Ph.D. ("Collins Rebuttal") at 50.
[16] Opposition at 10 ("The contract language Verizon VA provided in the November JDPL . . . is virtually the same contract language Verizon VA provided to AT&T.")
[17] Opposition at 11.
[18] Objection, Exhibit 3. Normally, a carrier making a cost showing is required only to show the relationship between its costs and its own rates.
[19] Opposition at 11, quoting Objection at 11.

These changes include two new entirely provisions (Sections 4.2.2.5, which sets the IP for toll traffic, and Section 4.2.2.6, which sets the IP for unclassified traffic) and a modification to the provision governing when end office VGRIP applies.[20] Nothing in any of Verizon's testimony supports, or even mentions, these provisions.[21] Thus, Verizon's theory that its testimony provided Cox notice of VGRIP cannot account for these three provisions.

Even considering Verizon's Answer and its testimony, there was no reason for Cox to believe it was being offered VGRIP in this proceeding, let alone VGRIP to the exclusion of Verizon's Geographically Relevant Interconnection Points ("GRIP") proposal. Verizon included VGRIP language in its proposed contracts, June JDPL and September JDPL for AT&T and WorldCom, but not for Cox. Further, both the Answer and the testimony specifically discussed GRIP, which would have been unnecessary if Verizon was proposing only VGRIP. Verizon's Answer does not specify that VGRIP is being offered to Cox, but simply states that Verizon "is willing" to offer it to CLECs.[22] In fact, as noted in the Objection, the only reference to Cox in Verizon's rebuttal testimony on Issue I-1 is a discussion of GRIP.[23] In this context, there was no reason for Cox to infer that Verizon was proposing VGRIP to Cox.

Further, although Verizon devotes a substantial portion of the Objection to the proposition that VGRIP once was proposed to Cox, that discussion misses the point. The parties agree that VGRIP was proposed to Cox as one element of a package of intercarrier compensation language in early 2000, and Verizon does not dispute that it was rejected by Cox and never raised in the negotiations again.[24] If Verizon were entitled to claim that VGRIP was a live

---

[20] Objection at 10 (end office VGRIP), 15 & n.33 (Sections 4.2.2.5 and 4.2.2.6).
[21] In fact, Verizon's testimony at the hearing contradicts the terms of new Section 4.2.2.5. *See* Objection at 15, n.33, quoting Tr. at 1378 (D'Amico).
[22] Verizon Answer at 14-15; *see also* Opposition at 5, quoting Verizon Answer.
[23] Objection at 5 & n.6; *see also* Opposition at 5-6 (quoting Verizon rebuttal testimony).
[24] Inexplicably, Verizon claims that Cox's counsel misstated these facts during the hearing. Opposition at 4. As the transcript excerpt provided by Verizon shows, counsel said "to my knowledge during the entire pendency of this

negotiating issue with Cox on that basis, then there would be no practical limits on the parties' abilities to resurrect any proposal made at any point during the negotiations. That approach not only would be unworkable, but is contrary to basic principles of due process.

Finally, Verizon's argument that Cox had ample opportunity to address VGRIP at the hearing plainly is incorrect. Contrary to Verizon's representation at the hearing, the proposal in the November JDPL differs significantly from the proposal made to AT&T in the September JDPL.[25] In addition, Verizon did not proffer its AT&T proposal in the November JDPL, but actually submitted an amalgam of the AT&T proposal and its earlier proposal to Cox, with additional changes and significant omissions.[26] Consequently, Cox had no opportunity to present testimony or to cross examine Verizon's witnesses on the manifold flaws of the amalgamated November JDPL Verizon proposal. The limited opportunity for cross examination afforded by the staff and the few moments of discussion of VGRIP by Dr. Collins (and that only in the context of the broader issues raised by both GRIP and VGRIP) could not address these concerns because neither involved the November JDPL Verizon proposal.[27] Moreover, even if Verizon had made the same proposal to Cox in November that it made to AT&T in September, Cox was deprived of a fair opportunity to provide testimony on that proposal because Cox was unaware until the hearing of Verizon's intent to impose VGRIP.[28] Cox also did not have equal

---

proceeding, VGRIP never has been proposed to Cox by a Verizon negotiator." Tr. at 1213 (Harrington). This, of course, was exactly correct, because VGRIP was rejected by Cox in April, 2000 and never brought up by Verizon again. These events, which are not in dispute, took place more than seven months before Cox filed its petition for preemption and about one year before Cox filed its petition for arbitration. Consequently, under any standard the Commission might apply, VGRIP was not proposed to Cox in any form at any point in this proceeding prior to the hearing.

[25] Tr. at 1315 (Edwards) ("[T]he contract language that is in--that's been proposed for AT&T and is in the JDPL would be essentially the same for all substantive purposes as would be offered to Cox.").

[26] *See supra* p. 6; Objection at 10-11.

[27] Tr. at 1383-88 (Collins).

[28] Cox's rebuttal testimony did briefly touch on VGRIP, but focused on the point that VGRIP was not Verizon's current proposal to Cox. Leaving aside that this testimony should have put Verizon on notice that its June JDPL and Answer had included the "wrong" contractual provisions as to Cox, Cox's efforts to provide a brief explanation of concerns about VGRIP cannot substitute for a full opportunity to respond to a specific proposal.

opportunity to cross examine Verizon because Verizon's failure to propose VGRIP in any of the earlier filings deprived Cox of the ability to conduct discovery on Verizon's actual proposal.[29]

II. Verizon Continues to Change Its Proposals Even After the November JDPL.

At the hearing, the staff determined that each party would be required to file a complete interconnection agreement reflecting the language that it proposed for the Commission to adopt. This agreement was to reflect exactly the contract terms proposed in the November JDPL.[30] Despite this requirement, Verizon's proposed agreement for Cox alters the terms of at least two previously undisputed provisions.

The first provision is Section 4.2.2, which governs IPs. This agreed-to language described how Cox and Verizon would set the locations of IPs. Verizon's agreement deletes this provision entirely.[31] This deletion is not a result of VGRIP and, in any event, Verizon did not propose to delete it in the November JDPL. In fact, this deletion removes the mechanism by which IPs for *both* parties are set, which introduces a significant new issue into the agreement.

Second, Verizon's November 13 agreement changes the agreed-to language on termination in Section 2.2. This language was agreed to during the hearing and, as a result, Issue I-10 was settled as to Cox. Verizon's November 13 contract includes substantial new language in Section 22.3, including three paragraphs that were not part of the October 8 agreement.

These revisions continue Verizon's pattern of changing its position without warning or justification. They are powerful evidence that Verizon will continue to abuse the system unless the Commission acts promptly and decisively to make Verizon stop.

---

[29] Cox also notes that Verizon implies that the staff decided during the hearing that the VGRIP proposal was legitimately offered to Cox. The transcript shows that this is incorrect, and that the staff noted that the issue would be raised only if Verizon included VGRIP in the November JDPL.

[30] Tr. at 2611-12.

[31] Verizon Proposed Interconnection Agreement with Cox, filed Nov. 13, 2001, at 15.

III. The Commission Should Grant the Relief Requested by Cox.

Nothing in the Opposition should dissuade the Commission from granting the relief requested by Cox in the Objection. Verizon is unrepentant and refuses even to acknowledge some of the significant changes it has made in its positions since the end of the hearing. Worse, Verizon has continued to shift its positions even after the filing of the November JDPL.

Verizon does not dispute that the Commission can grant the relief requested by Cox. The absolute minimum action necessary to ensure that this proceeding complies with all regulatory and Constitutional requirements is to return Verizon to its September JDPL positions on Issues I-1, I-2 and I-9.[32] Any lesser response would constitute reversible error. Further, in light of Verizon's actions, sanctions are fully justified, including granting summary judgment to Cox on each affected issue and imposing a forfeiture on Verizon for repeated and willful violations of the Commission's orders in this proceeding.[33]

Sanctions are particularly important if the Commission is to maintain its commitment to local telephone competition. If the Commission does not act, Verizon and other ILECs will believe they can ignore Commission requirements, so long as they can invent an explanation afterwards, and CLECs will understand that they have no recourse for ILEC abuses. Consequently, decisive action is necessary to promote basic Commission policies favoring competition in the local telephone marketplace.

---

[32] Objection at 16.

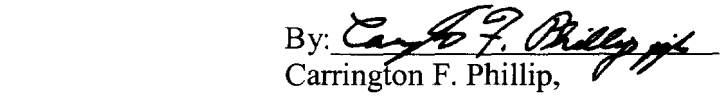
[33] *Id.* at 16-20; *see also* Carmel Broadcasting Limited Partnership, *Memorandum Opinion and Order*, 6 FCC Rcd 4633 (Rev. Bd. 1991) (affirming dismissal of application for failure to produce a witness); SBC Communications, Inc., *Notice of Apparent Liability for Forfeiture*, File No. EB-01-1H-0642, DA 01-2549 (Nov. 2, 2001).

IV. Conclusion

For all these reasons, Cox Virginia Telcom, Inc. respectfully requests that the Commission act in accordance with Cox's Objection and this Reply.

Respectfully submitted,

COX VIRGINIA TELCOM, INC.

By: 
Carrington F. Phillip,
Vice President Regulatory Affairs
Donald L. Crosby,
Senior Counsel

Cox Communications, Inc.
1400 Lake Hearn Drive, N.E.
Atlanta, GA 30319
(404) 269-8842

Of Counsel:

J.G. Harrington
Jason E. Rademacher
Dow, Lohnes & Albertson, P.L.L.C.
1200 New Hampshire Avenue, N.W.
Suite 800
Washington, D.C. 20036
(202) 776-2000

November 27, 2001

CERTIFICATE OF SERVICE

I, Vicki Lynne Lyttle, a legal secretary at Dow, Lohnes & Albertson, PLLC do hereby certify that on this 27th day of November, 2001, copies of the foregoing Initial Brief of Cox Virginia Telcom, Inc. were served as follows:

TO FCC as follows (by hand):

Dorothy T. Attwood, Chief (8 copies)
Common Carrier Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Jeffrey Dygert
Common Carrier Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Katherine Farroba
Common Carrier Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

John Stanley
Common Carrier Bureau
Federal Communications Commission
445 12th Street, SW
Washington D.C. 20554

TO AT&T as follows: (by Overnight Delivery)

David Levy
Sidley & Austin
1501 K Street, NW
Washington, DC 20005

Mark A. Keffer
AT&T
3033 Chain Bridge Road
Oakton, Virginia 22185

TO VERIZON as follows: (by Overnight Delivery)

Richard D. Gary
Kelly L. Faglioni
Hunton & Williams
Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, Virginia 23219-4074

TO VERIZON as follows: (by Hand Delivery)

Karen Zacharia
David Hall
1320 North Court House Road
Eighth Floor
Arlington, Virginia 22201

TO WORLDCOM as follows (by Overnight Delivery):

Jodie L. Kelley, Esq.
Jenner and Block
601 13th Street, NW
Suite 1200
Washington, DC 20005

Vicki Lynne Lyttle